

WEATHERIZATION ASSISTANCE PROGRAM GRANT AGREEMENT
Weatherization Assistance for Low-Income Persons
This is a Subaward
This is Not a Research & Development Award
CDDFA No.: 81.042
U.S. Department of Energy
100% Federal Funding
IHCDA Received an Award in the Amount of \$5,210,097.00 from DOE
FAIN: DEEE000XXX
Federal Award Date: April 1, 2017
Activity Description: Provide Weatherization Services to residents at or below
200% of the poverty level.

GRANT AGREEMENT NO. WX-017-0XX

This Weatherization Assistance Program Grant Agreement (this "Agreement"), entered into by and between the **Indiana Housing and Community Development Authority** ("IHCDA"), and Sub-grantee ("Sub-grantee") having a **DUNS** of #, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to memorialize an award of funding to Grantee so that Grantee may provide weatherization services for low-income households in the Weatherization Assistance Program ("WAP") being administered by IHCDA. Funding for WAP is provided by the United States Department of Energy ("DOE") through the Energy Conservation in Existing Buildings Act of 1976, Part A, Weatherization Assistance for Low-Income Persons 42 U.S.C. § 6861 et seq.

2. GENERAL TERMS

- A. Upon execution, this Agreement shall become effective as of **April 1, 2017** and remain in effect through March 31, 2018 (the "Term").
- B. Sub-grantee shall be reimbursed by IHCDA for allowable costs incurred by Sub-grantee in conducting activities in accordance with the 2017 IHCDA Weatherization Assistance Program Policy and Procedures Manual, as amended from time to time ("The Weatherization Policy and Procedures Manual"), this Agreement, and the financial summary included herewith as Attachment A, and the 2017 DOE Budget Form submitted by Sub-grantee and approved by IHCDA ("Budget"), all of which is incorporated herein by reference. Sub-grantee may be reimbursed for activities conducted during the Term in an amount not to exceed the Total Grant Amount specified in Attachment A.
- C. Sub-grantee agrees to comply with all statements, assurances, and provisions set forth in any proposal, application for funding, program narrative, plan, budget, or other document submitted by Sub-grantee as modified and approved by IHCDA for the purpose of obtaining funding through this Agreement.
- D. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments to this Agreement prepared by IHCDA, and (3) any proposal, program, narrative, plan, or budget, submitted by Sub-grantee for the purpose of obtaining funding through this Agreement.

- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and suit, if any, must be brought in courts located in Marion County, Indiana. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.
- F. IHCDCA will, in good faith, perform its required obligations under this Agreement and does not agree to pay any penalties, liquidated damages, interest, or attorneys' fees, except as required by Indiana law, such as Indiana Code §§ 5-17-5, 34-54-8-5, and 34-13-1-6. Notwithstanding the provisions contained in IC § 5-17-5, the parties stipulate and agree that any liability resulting from the IHCDCA's failure to make prompt payment shall be based solely on the amount of funding originating from IHCDCA and shall not be based on funding from Federal or other sources.
- G. Sub-grantee must request and receive approval from IHCDCA for any subcontracts awarded pursuant to this Agreement. Sub-grantee shall require any subcontractor to comply with the provisions set forth in this Agreement. Further, Sub-grantee shall remain responsible to IHCDCA for the performance of part or all of this Agreement by any subcontractor, and shall monitor the performance of any subcontractor. Sub-grantee agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to IHCDCA upon request. Sub-grantee further agrees to notify IHCDCA of a breach of any of provisions in this Agreement by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

3. SPECIFIC TERMS

- A. During the Term, Sub-grantee shall weatherize eligible dwelling units in compliance with the terms of the Weatherization Policy and Procedures Manual, this Agreement, Attachment A, as well as any Federal or State statutes or regulations pertaining thereto, including but not limited to 42 U.S.C. § 6861 et seq.; and 10 C.F.R. Part 440; the requirements specified in Office of Management and Budget ("OMB") 2 CFR 200 and all other applicable Federal, State, and local laws, rules, regulations, administrative procedures, guides, manuals, program rules, regulations, and definitions, and any amendments thereto, in performing its obligations under this Agreement. Sub-grantee specifically acknowledges that it must comply with all applicable Federal, State, and local laws, rules, and regulations pertaining to wages, hours, conditions of employment, and all health and safety standards.
- B. Sub-grantee shall perform weatherization services during the Term in accordance with the U.S. Department of Energy Weatherization Assistance Program State Plan for the State of Indiana, the Indiana Weatherization Field Guide/SWS, the Indiana Weatherization Policy and Procedures Manual, other State Weatherization directives as applicable, and any amendments thereto (collectively "State Weatherization Plan and Directives"). The Sub-grantee's signature on this agreement signifies its responsibility to follow all work standards as outlined in the documents referenced in this paragraph.
- C. Sub-grantee agrees to weatherize homes as specified in Sub-grantee's plan of services, and any amendments thereto.
- D. Sub-grantee shall comply with all of the training and certification requirements that are specified in the Weatherization Policy and Procedures Manual and required by the DOE.
- E. Sub-grantee shall provide in-home energy education regarding reducing energy consumption and health and safety concerns to the persons who receive the weatherization services pursuant to this Agreement.

- F. IHCDCA will review Sub-grantee's weatherization completions and review expenditures for which funding is provided to Sub-grantee under this Agreement. If Sub-grantee's expenditures for production fall substantially below the schedule of production contained in Sub-grantee's approved Budget (the "Standard"), and if Sub-grantee has not addressed the shortfalls with IHCDCA and developed a plan to bring its performance up to the Standard, IHCDCA may decrease Sub-grantee's Total Grant Amount and reallocate the remaining unexpended funds.
- G. If, after a review of Sub-grantee's performance, IHCDCA finds that Sub-grantee has exceeded the Standard and if IHCDCA has sufficient funding available to it to reimburse Sub-grantee for additional work, IHCDCA may offer reallocated funds to Sub-grantee.
- H. No subcontractor of Sub-grantee shall be paid for any work performed until such time as Sub-grantee has performed an inspection of all of the weatherization work completed and has determined that any such work has been performed in a satisfactory manner ("Final Inspection"). Effective April 1, 2015 all final inspections in Indiana must be performed by a DOE Quality Control Inspector ("QCI") certified individual. Where subcontractors are utilized, the cost of materials shall be separated from the cost of associated labor in billings submitted to the Sub-grantee by the subcontractor.
- I. Sub-grantee shall select subcontractors in a manner that assures competitive procurement of services in compliance with all applicable laws, including but not limited to 2 CFR 200.318 through 2 CFR 200.326. Neither Sub-grantee nor any subcontractor of Sub-grantee shall be reimbursed until such time as Sub-grantee has performed an inspection of the work performed and has determined in writing that any such work has been completed in a satisfactory manner.
- J. Sub-grantee shall ensure that all Weatherization staff and sub-contractors who perform or provide Weatherization services to client homes receive and adhere to all standards as outlined in Indiana's Weatherization Field Guide/SWS, Indiana's Weatherization Policy and Procedures Manual, the Department of Energy Weatherization Assistance Program State Plan for Indiana and other State Weatherization directives as applicable. The Sub-grantee's signature on this agreement signifies its responsibility to follow all work standards as outlined in the documents referenced in this paragraph as well as its responsibility to ensure that its Weatherization staff and sub-contractors receive and review these documents and use them to guide the Weatherization work performed in client homes by them.
- K. Sub-grantee shall include language in sub-contractor contracts detailing that all Weatherization services will be performed in accordance with the standards outlined within the documents as described in Subsections B and J of Section 3 of this Agreement.
- L. In making any procurement or entering into any contract that requires the expenditure of funds provided pursuant to this Agreement, Sub-grantee shall adhere to the applicable provisions of 10 CFR. 440 and 2 CFR 200.318 through 2 CFR 200.326, and IHCDCA policies regarding procurement.
- M. Sub-grantee acknowledges and agrees that funds provided through this Agreement shall not be used for the purchase or improvement of land, or for the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.
- N. In conducting activities pursuant to this Agreement, Sub-grantee must secure, to the maximum extent practicable, the services of volunteers, training participants, public service employment workers, and participants in other Federal or State of Indiana training and employment programs, to work under the supervision of qualified supervisors.

- O. Sub-grantee acknowledges and agrees that it must maintain an overall average cost per dwelling amount not to exceed **Seven Thousand and No/100 Dollars (\$7,000.00)**, to be established annually by IHCD.
- P. Sub-grantee acknowledges and agrees that the funds provided through this Agreement shall be used to supplement, and not supplant, State or local funds and, to the extent practicable, to increase the amounts of such funds that would be made available in the absence of Federal funds for carrying out activities specified in this Agreement.
- Q. Sub-grantee may allocate up to Twenty percent (20%) of total amount of Base Program Operations funding claimed and expended during the Term of this Agreement to the Activity Description entitled "Health and Safety". Sub-grantee's Total Grant Amount expended and claimed for "Health and Safety" line item cannot exceed amount designated in Attachment A. At closeout, the SUB-GRANTEE SHALL BE REQUIRED TO REIMBURSE IHCD for any amount of funding paid to the Sub-grantee under the Activity Description entitled, "Health and Safety" that EXCEEDS the aforementioned amount described herein.

4. ADMINISTRATION OF FUNDS

- A. Funding shall be paid to Sub-grantee as a reimbursement for authorized expenses incurred for the WAP pursuant to this Agreement, and in accordance with the fiscal policies and procedures of the IHCD. Following the expiration or termination of this Agreement, Sub-grantee shall reconcile all costs incurred through this Agreement pursuant to instructions in Paragraph (J)-(L) below. Sub-grantee must maintain and implement written procedures to minimize the time elapsing between the transfer of funds to Sub-grantee and Sub-grantee's issuance or redemption of checks, warrants, or payments by other means for program purposes.
- B. Up to seven percent (7%) of the total amount of funding expended by Sub-grantee may be claimed under the activity description entitled "Administration." Sub-grantee's Total Grant Amount expended and claimed for the "Administration" line item cannot exceed amount designated in Attachment A. At closeout, the SUB-GRANTEE SHALL BE REQUIRED TO REIMBURSE IHCD for any amount of funding paid to the Sub-grantee under the Activity Description entitled, "Administration" that EXCEEDS the aforementioned amount described herein.
- C. The parties agree that IHCD's payment through this Agreement is subject to and conditioned upon the availability of funds. If Federal funds are reduced during the Term, IHCD is under no obligation to make payment hereunder, except to the extent that funds are available.
- D. All payments shall be made in arrears in conformance with IHCD fiscal policies and procedures and, as required by Indiana Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Sub-grantee in writing unless a specific waiver has been obtained from the Controller of IHCD.
- E. All costs related to this Agreement must be incurred no later than **March 31, 2018**.
- F. IHCD will review Sub-grantee's weatherization production completions and its expenditures under this Agreement. If Sub-grantee's expenditures for production fall substantially below the schedule of production contained in Sub-grantee's approved Budget (the "Standard") and Sub-grantee has not addressed the shortfall with IHCD and developed a plan to raise its performance up to the Standard, then IHCD may, at its sole discretion, decrease Sub-grantee's Total Grant Amount and reallocate the remaining unexpended funds to another sub-grantee.
- G. The Sub-grantee shall administer its program to comply with the following benchmarks as identified in its approved Budget:

1. Complete Fifteen percent (15%) of yearly production by **July 1, 2017**;

Complete Thirty percent (30%) of yearly production by **October 1, 2017**; IHCD A will compare Sub-grantee's claims and expenditures against the Sub-grantee's approved Budget in order to verify Sub-grantee's compliance with the above-referenced benchmarks.

- H. IHCD A may, in its sole discretion, de-obligate and/or re-distribute all or any portion of the Total Grant Amount if Sub-grantee fails to meet applicable program requirements and DOE benchmarks or deadlines.
- I. [Intentionally Omitted.]
- J. Sub-grantee shall maintain financial and accounting records which identify costs attributable to each Activity Description specified on Attachment A. Sub-grantee shall further maintain annual, written, cost methodologies, which identify procedures for attributing costs to each Activity Description. More restrictive fiscal accountability may be required of Sub-grantee by IHCD A should IHCD A determine that Sub-grantee is financially unstable, has a history of poor accountability, or has a management system which does not meet the standards required by the State of Indiana, IHCD A, or the United States Government.
- K. Sub-grantee shall maintain the funds received from IHCD A pursuant to Attachment A and this Agreement in an identifiable bookkeeping account and shall use the funds solely for the purposes set forth in this Agreement, in accordance with the terms of this Agreement and Attachment A.
- L. Sub-grantee agrees to follow generally accepted accounting procedures and practices which sufficiently and properly reflect all costs incurred by Sub-grantee pursuant to this Agreement. Sub-grantee shall manage all funds received through this Agreement in accordance with applicable cost principles identified in 2 CFR 200 Subpart E.
- M. Sub-grantee shall submit to IHCD A, at least monthly, properly completed claims for reimbursement of allowable costs incurred by Sub-grantee under this Agreement during the prior month. Claims shall be submitted using IHCD A's online claim system and pursuant to instructions issued by IHCD A.
- N. Sub-grantee shall pay all subcontractor invoices within forty-five (45) days of the date of the invoice.
- O. No costs may be incurred against this Agreement by Sub-grantee before or after the expiration of the Term. Claims should be submitted to IHCD A within forty-five (45) calendar days after the date services are provided or, as applicable, costs are incurred. All final claims and reports must be submitted to IHCD A within forty-five (45) calendar days after the expiration or the termination of this Agreement, or IHCD A may deny payment.
- P. Sub-grantee shall liquidate all outstanding obligations properly incurred during the Term no later than forty-five (45) calendar days after the expiration or termination of this Agreement.
- Q. IHCD A may withhold payment to Sub-grantee if a claim submitted by Sub-grantee is inaccurate or if Sub-grantee has not complied with the claim preparation instructions issued by IHCD A. IHCD A will notify Sub-grantee of any error in the claims submitted so Sub-grantee may make the corrections or revisions necessary for payment.

5. INDIRECT COST RATE OR COST ALLOCATION PLAN

According to 45 CFR 75.414(f), the Sub-grantee may charge a de-minimis rate of 10% of modified total direct costs (MTDC). As described in 45 CFR 75.403 Factors affecting

allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Sub-grantee chooses to negotiate for a rate, which the Sub-grantee may apply to do at any time. Use of the de-minimis rate referenced in this section of the Agreement is subject to any statutory or administrative limitations and is applicable to this Agreement only to the extent that funds are available. The indirect cost rate (or de minimis rate, if applicable) is NOT applied to the Total Grant Amount. It is applied to the direct cost base (such as direct salaries or “modified total direct cost” as defined at 45 CFR 75.2). Since the direct cost base is only a subset of the Total Grant Amount, it’s entirely possible for a grantee to charge indirect costs at a rate higher than the administration percentage and still be within the cap.

A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, must be certified by the Sub-grantee using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in appendices III through VII, and appendix IX to 45 CFR 75. The certificate must be signed on behalf of Sub-grantee by an individual at a level no lower than vice president or chief financial officer of the Sub-grantee that submits the proposal.

6. INELIGIBLE EXPENSES

Sub-grantee shall be required to repay IHCD A all sums paid by IHCD A to Sub-grantee for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. Additionally, The Sub-grantee shall promptly repay, out of non-federal resources, IHCD A for any funds, under this Agreement, that it utilizes for expenses that are deemed “ineligible” by any of the following: IHCD A, DOE, 2 CFR 200, 10 CFR 440, an audit, or the Weatherization Policy and Procedures Manual. If an audit or review of Sub-grantee results in an audit exception or cost disallowance, IHCD A shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

7. AUDITS, RECORDS, REPORTS, AND INSPECTIONS

A. If Sub-grantee expends \$750,000 or more in federal awards during the Sub-grantee’s fiscal year it must have a single audit conducted in accordance with 2 CFR 200.501 and submit its single audit to the IHCD A within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.

If the Sub-grantee expends less than \$750,000 in federal awards it must submit its audited financial statements or 990 (IRS Form 990, Return of Organization Exempt From Income Tax) to IHCD A within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period.

B. IHCD A Approved Auditor. All auditors performing single audits pursuant to 2 CFR 200.514 for Sub-grantee must be qualified by the IHCD A in order for IHCD A to accept the single audit submitted by the Sub-grantee. The Sub-grantee must submit an email to A133@ihcda.in.gov in order to ensure that its auditor meets IHCD A’s requirements and/or receive a copy of IHCD A’s criteria for auditors.

C. Sanctions: If Sub-grantee does not adhere to the policies referenced in subparagraphs A and B of this section, at IHCD A’s sole discretion, may take appropriate action using sanctions such as:

- (a) Withholding a percentage of this funding until the audit is completed satisfactorily;
 - (b) Withholding or disallowing claims;
 - (c) Suspending all funding from any IHCDAs awards until the audit is conducted; or
 - (d) Terminating this Agreement.
- D. DOE, Inspectors General, the Comptroller General of the United States, and IHCDAs, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Sub-grantee which are pertinent to the WAP, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Sub-grantee's personnel for the purpose of interview and discussion related to such documents.
- E. Sub-grantee shall maintain those books, records, and documents, including, but not limited to, payroll records, banking records, accounting records, and purchase orders, which are sufficient to document Sub-grantee's financial activities and Sub-grantee's claims for reimbursement under this Agreement. Further, Sub-grantee shall create, maintain, and provide to IHCDAs such other statistical and program reports as are required by the laws, regulations, and policies of the State of Indiana, IHCDAs, or the United States Government, including any close-out reports required by IHCDAs.
- F. The parties agree that prompt compliance by Sub-grantee with a request by IHCDAs to submit program and financial documentation is critical to this Agreement and that a failure of Sub-grantee to comply with any such request could result in immediate suspension of payments hereunder or termination of this Agreement by IHCDAs.
- G. Sub-grantee shall maintain all records relative hereto during the Term and for a period of three (3) years from the date Sub-grantee submits to IHCDAs its final financial status report pursuant to this Agreement, or one (1) year from the resolution of any outstanding administrative, program or fiscal audit question, or legal action, whichever is later. The retention period for records relating to any equipment authorized to be purchased through this Agreement begins on the date of the disposition, replacement, or transfer of such equipment.
- H. Sub-grantee shall not purchase, dispose of, replace, or transfer any equipment authorized to be purchased with funding obtained through this Agreement without the express written approval of IHCDAs.
- I. The parties agree that IHCDAs and the United States Government shall have the right to enter the premises of Sub-grantee or any subcontractor of Sub-grantee and inspect or audit any records and property maintained by Sub-grantee or its subcontractors in connection with this Agreement. Sub-grantee and its subcontractors shall make all books, records, and documents that relate to their activities under this Agreement available for inspection, review, and audit when requested by authorized representatives of IHCDAs or the United States Government.
- J. Sub-grantee shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by authorized representatives of IHCDAs, the State of Indiana, or the United States Government.
- K. Sub-grantee agrees that IHCDAs has the right to make recommendations and findings in connection with any program or fiscal audit of Sub-grantee's operations related to this Agreement, and Sub-grantee agrees to comply with any corrective actions specified by IHCDAs, within the time limits established by IHCDAs.
- L. Following any IHCDAs monitoring visit to Sub-grantee, IHCDAs will provide a written report to Sub-grantee. IHCDAs's report may contain findings, concerns, suggestions and/or specific

directions for corrective action by Sub-grantee. In the event that specific corrective action is required, Sub-grantee will be required to following timelines identified in IHCDAs monitoring report. A failure of Sub-grantee to comply with IHCDAs specific directions will be treated as a breach of this Agreement. In the case of a dispute, IHCDAs and Sub-grantee will meet at the earliest convenience to resolve the issue in question.

- M. Sub-grantee shall, on an annual basis, compile a schedule of all inventory, capital equipment, and any unusable property in Sub-grantees possession purchased with Federal or State funds through this Agreement. The schedule shall be maintained at Sub-grantees office(s) and provided to IHCDAs upon request. The schedule shall include:
1. A brief description of the property;
 2. A manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number of the property;
 3. The source of the property, including the award number;
 4. Whether title vests in the Sub-grantee or the Federal government;
 5. The acquisition date (or date received, if the equipment was furnished by the Federal government) and cost of the property;
 6. Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal government);
 7. The location and condition of the property and date the information was reported;
 8. Unit acquisition cost; and
 9. Any ultimate disposition data including the date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal awarding agency for its share.
- N. Upon request, Sub-grantee shall submit all relevant depreciation schedules applicable to the audit period at the time Sub-grantee submits its independent audit report.
- O. Sub-grantee further agrees to comply with any additional requirements that IHCDAs may deem necessary with respect to the management and distribution of equipment purchased pursuant to this Agreement.
- P. Sub-grantee may not purchase or maintain inventory, which includes supplies and equipment, that exceeds an amount necessary for the performance of this Agreement. Further, in addition to the inventory controls mandated by 2 CFR 200 any discrepancy in Sub-grantees inventory which exceeds \$100 must be reported to IHCDAs along with a written description of how the lost or damaged inventory item(s) will be replaced.

8. MODIFICATION

- A. The parties agree that due to the uncertain availability of State and/or Federally allocated funds, the Total Grant Amount specified in Attachment A of this Agreement may be unilaterally decreased by IHCDAs immediately upon Sub-grantees receipt of written notice. Notice shall be delivered to Sub-grantee at the address specified in Attachment A, by certified or overnight mail, or at IHCDAs option by verified electronic mail.
- B. Sub-grantee shall notify IHCDAs within ten (10) days of any termination of services reimbursable pursuant to this Agreement. In the event of such termination, IHCDAs may reduce the funding to Sub-grantee set forth in Attachment A in accordance with the procedures specified in Paragraph C of this section. Notice shall be provided by certified or overnight mail.
- C. IHCDAs may conduct periodic reviews of the utilization of funds provided by IHCDAs pursuant to this Agreement. After such a review, IHCDAs may decide to reduce or redistribute the

- funding available to Sub-grantee. IHCD shall give ten (10) days notice of its decision to reduce or redistribute the funding, which notice shall include a statement of reasons for such reduction or redistribution. Sub-grantee may, within the ten (10) day notice period, present to IHCD written documentation explaining why such a reduction or redistribution should not become final. IHCD retains the right, after a review of such documentation, either to implement or to modify its proposed actions.
- D. In accordance with Attachment A, should IHCD or Sub-grantee determine that amounts in the Budget for any Activity Description require modification, such changes may not require the execution of a formal amendment, but may be accomplished by written notice from IHCD to Sub-grantee, so long as the changes do not increase the Total Grant Amount specified in Attachment A.
 - E. Should IHCD decide to alter its methodology for allocating funds among its weatherization Sub-grantees as set forth in the U.S. Department of Energy Weatherization Assistance Program State Plan for the State of Indiana, IHCD agrees to make available each substantial revision thereof for public inspection in such a manner as will facilitate timely and meaningful review of, and comment upon, such plan or substantial revision.
 - F. This Agreement may be renewed under the same terms and conditions, subject to approval of the IHCD Board of Directors, and in compliance with Ind. Code § 5-22-17-4. The term of the renewed Contract may not be longer than the term of the original Contract.
 - G. Except as set forth in this Section 8, the parties acknowledge that this Agreement is subject to modification by mutual agreement of the parties. Such modifications, if any, shall be set forth in writing and shall become a part of this Agreement upon execution by the parties. Such modifications shall also be subject to review upon any subsequent renewal of this Agreement; however, nothing in this Agreement shall be construed as a commitment to execute future Agreements with Sub-grantee or to extend this Agreement in any way.

9. SUSPENSION AND TERMINATION

- A. If either party has failed to comply with the terms of this Agreement, the other party may, upon written notice to the party in breach, suspend services or payment in whole or in part or terminate this Agreement. The notice of suspension or termination shall state the reasons for the suspension or termination, any corrective action required of the party in breach, and the effective date. Notice shall be provided by certified or overnight mail.
- B. If IHCD determines that any breach of this Agreement by Sub-grantee endangers the life, health, or safety of its employees or agents, or applicants for or recipients of services under this Agreement, IHCD may terminate this Agreement by orally notifying Sub-grantee of the termination, followed by the mailing of written notification thereof within three (3) business days specifying the reasons for the termination. Termination pursuant to this paragraph shall become effective at the time of the oral notification.
- C. When the Executive Director of IHCD makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. Such determination by the Executive Director that funds are not appropriated or otherwise available shall be final and conclusive.
- D. Sub-grantee agrees that IHCD may terminate this Agreement if Sub-grantee ceases doing business for any reason. IHCD will notify Sub-grantee of the termination, in writing, by overnight, registered or certified mail. The termination shall be effective from the date Sub-grantee ceases doing business.

- E. The parties acknowledge and agree that this Agreement may be terminated immediately by either party should the other party attempt to assign, transfer, convey, or encumber this Agreement in any way. Any notice of termination pursuant to this paragraph shall be provided in writing to the other party, by overnight, registered or certified mail.
- F. This Agreement may be suspended and/or terminated immediately if Sub-grantee has committed fraud or has misused or misappropriated funds received under this Agreement or another agreement between the Sub-grantee and the IHCD. In this event IHCD may de-obligate and/or re-distribute all or any portion of this award to another Sub-grantee. Further, Sub-grantee's breach or default with respect to other agreements or obligations related to WAP shall constitute a material breach of this Agreement.
- G. This Agreement may be terminated, in whole or in part, by the IHCD whenever, for any reason, the IHCD determines that such termination is in the best interest of the IHCD. Termination shall be effected by delivery to the Sub-grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Sub-grantee shall be compensated for completion of the services or activities properly performed prior to the effective date of termination. The IHCD will not be liable for activities or services performed after the effective date of termination.
- H. Sub-grantee shall provide written notice to IHCD of any change in Sub-grantee's address, legal name, or legal status including, but not limited to, a sale or dissolution of Sub-grantee's business. IHCD reserves the right to terminate this Agreement should Sub-grantee's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in Sub-grantee's legal status. Notice shall be provided by certified or overnight mail.
- I. If this Agreement is terminated pursuant to any paragraph in this section, Sub-grantee shall remit to IHCD, within forty-five (45) days of such termination, any unexpended funds and such other payments received by Sub-grantee determined to be due IHCD. The action of IHCD in accepting any such amount shall not constitute a waiver of any claim that IHCD may otherwise have arising out of this Agreement.
- J. Upon expiration of any fiscal year period specified in Attachment A, or termination of this Agreement, IHCD may require that all documents including, but not limited to, client files, data, studies, and reports prepared by Sub-grantee pursuant to this Agreement, and all property purchased by Sub-grantee with IHCD, state, or Federal funds under this Agreement, be delivered to IHCD. IHCD may require the transfer of records or property to its own offices or to a designated successor.
- K. IHCD shall provide a full and detailed accounting of any property or records taken from Sub-grantee and shall make any records available to Sub-grantee as necessary for subsequent audit. IHCD and Sub-grantee may negotiate amounts of reimbursement related to Sub-grantee's expenses for a period of closeout. In no event, however, shall IHCD reimburse Sub-grantee an amount exceeding the Total Grant Amount set forth in Attachment A of this Agreement.
- L. If this Agreement is terminated for any reason, IHCD shall only be liable for payment for services properly provided prior to the effective date of termination. IHCD shall not be liable for any costs incurred by Sub-grantee in reliance upon this Agreement subsequent to the effective date of termination.
- M. Sub-grantee acknowledges and agrees that due to programmatic changes required in the WAP by IHCD, the United States Department of Energy, and/or Health and Human Services, IHCD may terminate this Agreement at the end of any fiscal year period specified on

Attachment A upon sixty (60) days written notice to Sub-grantee specifying the reasons for termination.

N. In the event this Agreement is terminated pursuant to this section, the Sub-grantee shall cooperate with IHCD to ensure a smooth transition of services to recipients of the WAP.

10. CONFIDENTIALITY

The Sub-grantee understands and agrees that data, materials, and information disclosed to the Sub-grantee may contain confidential and protected information. The Sub-grantee covenants that data, material and information gathered, based upon or disclosed to the Sub-grantee for the purpose of this Agreement, will not be disclosed to or discussed with third parties without the prior written consent of IHCD.

The parties acknowledge that the services to be performed by Sub-grantee for IHCD under this Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by or on behalf of IHCD in its a computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Sub-grantee and IHCD agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Sub-grantee, Sub-grantee agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Agreement.

Sub-grantee must adopt procedures to ensure that all client information is handled and maintained in a confidential manner and in compliance with the requirements of all applicable state or federal laws, rules, and regulations, including, but not limited to, those relating to the release of Social Security numbers in I.C. § 4-1-10 and the notice of security breach provisions in I.C. § 4-1-11. Confidential information means any individually identifiable information, whether oral or written, about the participants who receive services and/or assistance from Sub-grantees and/or sub-recipients of the IHCD. Employees, agents, contractors or others who require access to confidential client information must sign a confidentiality agreement commensurate with the conditions set forth in this Agreement.

11. MINIMUM PRIVACY PROTECTIONS REGARDING APPLICANT INFORMATION

Sub-grantee and its contractors, subcontractors and subrecipients that participate in the Program are required to treat all requests for information concerning applicants that apply for and/or receive weatherization services (which includes information requested for **studies** the Sub-grantee participates in related to WAP) in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure. Therefore, if Sub-grantee or its staff receives any requests of this nature, it must contact IHCD so that IHCD may apply a balancing test that must be used in applying Exemption (b)(6).

12. INDEMNIFICATION

Sub-grantee shall indemnify, defend, and hold harmless IHCD and the State of Indiana, and their employees, agents, and officials, against any and all actions, liabilities, losses, damages, costs, or expenses which they may sustain, incur, or be required to pay by reason of any person suffering bodily injury, death, or property loss or damage as a result of any act or omission of Sub-grantee, or any officer, agent, employee, or subcontractor

thereof, in carrying out activities under this Agreement. Sub-grantee shall require any subcontractor to indemnify Sub-grantee, IHCDA, and the State of Indiana, and their employees, agents, and officials, as part of any subcontract issued pursuant to this Agreement. The IHCDA shall not provide such indemnification to Sub-grantee.

13. INSURANCE AND BONDING

- A. Sub-grantee agrees to provide comprehensive general liability insurance coverage relative hereto in the minimum amount of \$750,000.00 for bodily injury and property damage. Sub-grantee shall also secure insurance in amounts sufficient to reimburse Sub-grantee for damage to any property purchased with State or Federal funds.
- B. Sub-grantees may incur costs to obtain a Pollution Occurrence Rider to the general liability coverage as part of this agreement.
- C. If Sub-grantee is a department or division of the State of Indiana, or of a county, municipal, or local government, the foregoing insurance coverage shall not be required; however, Sub-grantee may elect to provide such coverage.
- D. Sub-grantee agrees to provide Workers' Compensation and Unemployment Compensation as required by law.
- E. Upon request, Sub-grantee must provide IHCDA with Certificates of Insurance that illustrate the types of coverage, limits of liability, and expiration dates of Sub-grantee's policies.
- F. Sub-grantee shall provide a bond or insurance coverage for all persons who will be handling funds or property received or disbursed as a result of this Agreement, or who may carry out the duties specified in this Agreement, in an amount equal to one-half of the total annual funding provided to Sub-grantee through IHCDA or \$250,000, whichever is less, to be effective for the period of this Agreement plus three (3) years for purposes of discovery. Sub-grantee's coverage must provide protection against losses resulting from criminal acts and wrongful and negligent performance of the duties specified herein, and it must specify the IHCDA as an obligee or additional insured. Sub-grantee shall immediately notify IHCDA if said bond or insurance is cancelled or modified in amount. In the event of cancellation, IHCDA shall make no further disbursements until certification is provided by a bonding or insurance company that the provisions set forth in this section have been satisfied. In the event such verification is not received by IHCDA within ten (10) days of the notice of cancellation, Sub-grantee agrees to return to IHCDA the balance of all monies paid to Sub-grantee by IHCDA under this Agreement.
- G. Sub-grantee's subcontractors must also comply with the requirements set forth in this Section 13.

14. INDEPENDENT CONTRACTOR

The Sub-grantee is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Except as provided for in Section 12, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Sub-grantee shall provide all necessary unemployment and workers' compensation insurance for the Sub-grantee's employees, and shall provide the IHCDA with a Certificate of Insurance evidencing such coverage, upon request. Sub-grantee shall ensure that its subcontractor's also provide such coverage for its employees and meet the requirements set forth in Section 13 of this Agreement.

15. FEES

Sub-grantee and its subcontractors shall impose no fees upon the recipients of any services provided through this Agreement except as explicitly authorized by IHCD.

16. PROGRAM INCOME

Any program income earned by Sub-grantee from activities conducted with funds obtained through this Agreement must be used to complete additional dwellings units or perform additional enhancements, in accordance with applicable State and Federal program rules, regulations, and policies. It must be treated as an addition to program funds and is subject to the same rules as the funds awarded to the Sub-grantee pursuant to this Agreement. Sub-grantee must maintain and provide to IHCD an accounting of all program income earned as a result of funds being provided through this Agreement.

17. LICENSING STANDARDS

Sub-grantee agrees to comply, and assures that its employees and subcontractors will comply, with all applicable licensing standards, accrediting standards, and any other standards or criteria which any governmental entity requires of Sub-grantee or its subcontractors to deliver services pursuant to this Agreement. IHCD shall not be required to reimburse Sub-grantee for any services performed when Sub-grantee or its employees or subcontractors are not in compliance with applicable licensing, certifying, or accrediting standards. If licensure, certification, or accreditation expires or is revoked, Sub-grantee agrees to notify IHCD immediately thereof.

18. WORK STANDARDS

Sub-grantee shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

19. ELIGIBILITY AND APPEALS

- A. The parties agree that the eligibility of individuals who may be provided services with funding through this Agreement shall be determined in accordance with State and Federal WAP eligibility criteria and operating procedures.
- B. IHCD and Sub-grantee agree to maintain procedures in accordance with State and Federal regulations to promptly address complaints and appeals between the parties, and of applicants for and recipients of services, and both parties agree to cooperate fully with the processing of any complaint or appeal.

20. NON-DISCRIMINATION

- A. Pursuant to Indiana Code § 22-9-1-10, Sub-grantee and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran. Sub-grantee understands that IHCD is a recipient of Federal funds. Pursuant to that understanding, Sub-grantee and its subcontractors agree that if Sub-grantee employs fifty (50) or more employees and does at least \$50,000 worth of business with the State of Indiana, and is not exempt, Sub-grantee will comply with the affirmative action reporting requirements of 41 C.F.R. § 60-1.7. Breach of this covenant may be regarded as a material breach of contract. IHCD and the Sub-grantee shall comply with Section 202

of Executive Order 11246, as amended, 41 C.F.R. § 60-250, and 41 C.F.R. § 60-741, as amended, which are incorporated herein by specific reference.

- B. Sub-grantee further agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), the Drug Abuse Prevention and Treatment Amendments of 1978 (21 U.S.C. § 1101 et seq.), the Public Health Service Act of 1944 (42 U.S.C. §§ 290dd through 290dd-2) 10 C.F.R., Part 1040, and all other non-discrimination regulations of the United States Government to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or denied the benefit of Sub-grantee's services, or otherwise be subjected to discrimination under any program or activity for which Sub-grantee or its subcontractors receive, directly or indirectly, Federal or state financial assistance, and Sub-grantee agrees to immediately take measures to effectuate this provision.
- C. The parties agree that any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this Agreement, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

21. RELIGIOUS ACTIVITIES

Sub-grantee agrees that activities conducted with funding obtained through this Agreement shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder.

22. POLITICAL ACTIVITY

Sub-grantee certifies that the funding provided by IHCD through this Agreement shall not be used to further any type of political or voter activity. Sub-grantee further agrees to comply with applicable provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

23. DRUG-FREE WORKPLACE CERTIFICATION

- A. Sub-grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Sub-grantee will give written notice to the IHCD within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in Sub-grantee's workplace.
- B. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or Agreement and/or debarment of Sub-grantee from doing further business with the IHCD for a period of up to three (3) years.
- C. In addition to the provisions of Paragraph A. above, if the Total Grant Amount set forth in the financial attachments is in excess of \$25,000.00, Sub-grantee hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

The Sub-grantee certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Sub-grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a drug-free awareness program to inform employees of (i) the dangers of drug abuse in the workplace; (ii) Sub-grantee's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
3. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (i) abide by the terms of the statement; and (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
4. Notifying in writing the IHCDA and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subparagraph (3) above, or otherwise receiving actual notice of such conviction.
5. Within thirty (30) days after receiving notice of a conviction under subparagraph (3) above, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (i) take appropriate personnel action against the employee, up to and including termination; or (ii) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state, or local health, law enforcement, or other appropriate agency.
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

24. COMPLIANCE WITH LAWS

- A. Sub-grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by IHCDA and Sub-grantee to determine whether the provisions of this Agreement require formal modification.
- B. The Sub-grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in I.C. § 4-2-6 *et seq.*, I.C. § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Sub-grantee is not familiar with these ethical requirements, the Sub-grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Sub-grantee or its agents violate any applicable ethical standards, IHCDA may, in its sole discretion, terminate this Agreement immediately upon notice to the Sub-grantee. In addition, the Sub-grantee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. Sub-grantee certifies by entering into this Agreement that neither it nor its principal(s) is presently

in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. Sub-grantee agrees that any payments currently due to the State may be withheld from payments due to Sub-grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until Sub-grantee is current in its payments and has submitted proof of such payment to the IHCD.

- D. Sub-grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify IHCD of any such actions. During the term of such actions, Sub-grantee agrees that IHCD may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to Sub-grantee's liability or guilt in any action initiated by the State or its agencies, and IHCD decides to delay, withhold, or deny work to Sub-grantee, Sub-grantee may request that it be allowed to continue, or receive work, without delay. Sub-grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDO). A determination by IDO shall be binding on the parties. Any payments that IHCD may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC 5-17-5.
- F. Sub-grantee warrants that Sub-grantee and its sub-grantees, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for IHCD. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the IHCD.
- G. Sub-grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by Indiana Code § 5-22-3-7, the Sub-grantee and any principals of the Sub-grantee certify that:
 - 1. The Sub-grantee, except for de minimis and nonsystematic violations, has not violated the terms of
 - a. Indiana Code § 24-4.7 [Telephone Solicitation Of Consumers],
 - b. Indiana Code § 24-5-12 [Telephone Solicitations], or
 - c. Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - 2. The Sub-grantee will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.
 - 3. The Sub-grantee and any principals of the Sub-grantee certify that an affiliate or principal of the Sub-grantee and any agent acting on behalf of the Sub-grantee or on behalf of an affiliate or principal of the Sub-grantee:
 - a. except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - b. will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

- I. The Sub-grantee shall also comply with all applicable federal guidance including, without limitation:
1. 10 CFR. Part 440, as amended;
 2. 2 CFR 200; and
 3. 10 CFR 910 (as applicable).

25. LOBBYING ACTIVITIES

A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated there under, including 2 CFR 200, Sub-grantee hereby assures that no federally appropriated funds have been paid, or will be paid, by or on behalf of Sub-grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, Sub-grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." If Sub-grantee is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from IHCD.

C. Sub-grantee shall require that the language of this certification be included in the award document for sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative Agreements) and that all sub recipients shall certify and disclose accordingly.

D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Agreement and any transactions with IHCD. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

26. DEBARMENT AND SUSPENSION

Sub-grantee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal or State department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Sub-grantee. The Sub-grantee understands that it must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

27. CONFLICT OF INTEREST

The Sub-grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent of Sub-grantee may participate in the selection, award, or administration of a contract supported by a

Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Sub-grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Sub-grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Sub-grantee.

If the Sub-grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Sub-grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Sub-grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

Sub-grantee further acknowledges and agrees that no employee, agent, representative, or subcontractor of Sub-grantee who may be in a position to participate in the decision-making process of Sub-grantee or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Agreement, either for himself or for those with whom he has family or business ties.

28. INTERNAL CONTROLS

The Sub-grantee should:

- A. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- B. Comply with Federal statutes, regulations, and the terms and conditions of this award.
- C. Evaluate and monitor the Sub-grantee’s entity’s compliance with statutes, regulations and the terms and conditions of this award.
- D. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- E. Take reasonable measures to safeguard protected personally identifiable information and other information the HHS awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

29. CONFLICT OF INTEREST DISCLOSURE

The Sub-grantee must disclose in writing any potential conflict of interest to IHCD A.

30. MANDATORY DISCLOSURE

The Sub-grantee must disclose, in a timely manner, in writing to IHCD A all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The Sub-grantee’s failure to make these disclosures may subject to the Sub-grantee to remedies of non-compliance set forth in 2 CFR 200.338.

If the total value of the Sub-grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the Sub-grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Sub-grantee that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

31. CLOSEOUT

- A. The Sub-grantee must submit, no later than forty-five (45) days after the Closeout Date described in Attachment A, all financial, performance information and other information as required by the terms and conditions this Agreement and the Weatherization Policy and Procedures Manual.
- B. The closeout of a Federal award does not affect any of the following:
 - 1. The right of IHCD to disallow costs and recover funds on the basis of a later audit or other review.
 - 2. The obligation of the Sub-grantee to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - 3. Sub-grantee's obligation to comply with audit requirements in subpart F of 2 CFR part 200.
 - 4. Property management and disposition requirements in Subpart D—Post Federal Award Requirements of 2 CFR part 200, 2 CFR 200.310 Insurance Coverage through 200.316 Property trust relationship.
 - 5. Records retention as required in Subpart D—Post Federal Award Requirements of 2 CFR part 200, 2 CFR 200.333 Retention requirements for records through 2 CFR 200.337 Restrictions on public access to records.
- C. The responsibilities of the Sub-grantee referred to in this Section of the Agreement, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Sub-grantee.

32. AUTHORITY TO BIND

Notwithstanding anything in this Agreement to the contrary, the signatory for the Sub-grantee represents that he/she has been duly authorized to execute this Agreement on its behalf.

33. SEVERABILITY

The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of the Agreement.

34. REMEDIES NOT IMPAIRED

No delay or omission IHCDCA in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or any acquiescence thereto.

35. WAIVER OF RIGHTS

No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

36. TAXES

The IHCDCA is exempt from state, Federal, and local taxes. The IHCDCA will not be responsible for any taxes levied on the Sub-grantee as a result of this Agreement.

37. LEAD-BASED PAINT

Sub-grantee agrees to comply with applicable provisions of the Toxic Substances Control Act (15 U.S.C. § 2681 *et seq.*), and implementing regulations at 40 C.F.R. Part 745. Sub-grantee further agrees to comply with the EPA issued Lead Renovation, Repair, and Painting Rule effective April 22, 2010.

38. FEDERAL FINANCIAL ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (“FFATA”)REPORTING REQUIREMENTS

FFATA reporting requirements will apply to any funding awarded by IHCDCA under this Agreement in the amount of \$25,000 or greater. The Sub-grantee, as a sub-recipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Sub-grantee, the unique identifier of Sub-grantee’s parent, and relevant executive compensation data, if applicable (see subsection C below regarding executive compensation data).

A. Data Universal Numbering System (DUNS) number

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Sub-grantee agrees to provide IHCDCA with a valid Dun & Bradstreet (“D&B”) Data Universal Numbering System “DUNS” number that identifies the Sub-grantee. Accordingly, the Sub-grantee agrees to register for and obtain a DUNS number within fifteen (15) days of execution of this Agreement if it does not currently have a DUNS number. A DUNS number may be requested from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

B. System for Award Management (SAM)

The Sub-grantee agrees to register in the System for Award Management (“SAM”), which is the primary registrant database for the U.S. Federal Government. The Sub-grantee further agrees to enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM throughout the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at

<https://www.sam.gov/portal/SAM/#1>.

C. Executive Compensation

The Sub-grantee shall report the names and total compensation of the five (5) most highly compensated officers of Sub-grantee **if** the Sub-grantee in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) **and** \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); **and** if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. However, if the Sub-grantee certifies that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, or already provides executive compensation to the Securities Exchange Commission, this data is not required to be submitted into the SAM under FFATA. However, the Sub-grantee will still be required to register and submit the other data requested.

39. MEANINGFUL ACCESS TO LIMITED ENGLISH PROFICIENT PERSONS

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English (“limited English proficient persons” or “LEP”) may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the Sub-grantee agrees to take reasonable steps to ensure meaningful access to weatherization services for LEP persons. Any of the following actions could constitute “reasonable steps”, depending on the circumstances: acquiring translators to translate vital documents, advertisements, or notices, acquiring interpreters for face to face interviews with LEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the project, hiring bilingual employees or volunteers for outreach and intake activities, contracting with a telephone line interpreter service, etc.

40. DOE MANDATORY FLOW DOWN PROVISIONS[TO BE INCORPORATED INTO ALL SUBGRANTS AND SUBCONTRACTS].

The Sub-grantee agrees to abide by the following provisions and incorporate them into all of its subgrants and/or subcontracts:

A. DEFINITIONS

For subsections B – S of Section 40 of this Agreement, Recipient shall mean the above-referenced Sub-grantee and any of its subcontractors or subrecipients receiving funding under this Agreement.

B. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Contracting Officer for guidance.

C. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing

performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

D. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide, and must require any sub-awardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

E. REPORTING REQUIREMENTS

The reporting requirements for this award are identified in the Agreement. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

F. PUBLICATIONS

a. Recipient or its subcontractor may publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0006152."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

G. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

Recipient or its subcontractors must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

H. INTELLECTUAL PROPERTY PROVISIONS

a) Recipient or its subcontractors may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes and to authorize others to do so.

(b) Recipient and its subcontractors are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

(c) The DOE has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

I. LOBBYING RESTRICTIONS

By accepting funds under this award, Recipient and its subcontractors agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in -addition to those prescribed elsewhere in statute and regulation.

J. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

K. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient or its subcontractors for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's or subcontractor's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

L. HISTORIC PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places.

Section 110(k) of the NHPA applies to DOE funded activities. Recipient shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

M. EQUAL OPPORTUNITY

Recipient and its subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (*All construction contracts awarded in excess of \$10,000 by Sub-grantees and its contractors or Sub-grantees*)

N. COPELAND ANTI-KICKBACK ACT

Recipient and its subcontractors shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he is otherwise entitled. The recipient must report all suspected or reported violations to the Act to IHCD. *(All contracts and subgrants for construction or repair)*

O. CONTRACT WORK HOURS AND SAFETY STANDARDS

For any contracts awarded by Recipient in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

P. CLEAN WATER ACT AND RELATED PROVISIONS

Recipient and its subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). *(Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).*

Q. ENERGY POLICY AND CONSERVATION ACT

Recipient and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

R. DEBARMENT AND SUSPENSION

Recipient certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal or State department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Sub-grantee.

S. ACCESS TO RECORDS

Recipient and its subcontractors shall grant access by the IHCD, and the DOE, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

T. RECORDS RETENTION

Recipient and its subcontractors shall retain all required records for three (3) years after Recipient or its subcontractor or subrecipients make final payments and all other pending matters are closed.

41. PROCEDURE TO ENSURE THAT HOMES THAT HAVE RECEIVED WEATHERIZATION SERVICES AFTER SEPTEMBER 30, 1994 ARE NOT RE-WEATHERIZED

Sub-grantee shall not provide weatherization services to any home that has previously received weatherization services after September 30, 1994. Sub-grantee agrees to take the following actions in order to ensure that homes that have received weatherization services after September 30, 1994 are not re-weatherized: 1) enter each client's address into IWAP, which will identify whether the client's home has been weatherized during or after 2000; (2) ask each client whether his or her home has been weatherized after September 30, 1994; and (3) perform a visual inspection on each home to identify whether previous weatherization measures have been performed and if an auditor suspects that weatherization services have previously been rendered in a home, he or she must check with the local agency that has historically

provided weatherization services to that area in order to inquire about any records pertaining to any services previously provided. Sub-grantee must fully cooperate with any inquires of this type from IHCD, or from any weatherization service provider. Sub-grantee's failure to comply with any such request could result in immediate suspension of payments under this Agreement or termination of this Agreement pursuant to Subsection A of Section 7 of this Agreement.

42. EMPLOYEE ELIGIBILITY VERIFICATION

The Sub-grantee affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

43. QUALIFIED ALIENS RECEIVING WEATHERIZATION BENEFITS

Qualified Aliens ("as defined below") are eligible to receive weatherization services. The following persons are considered "Qualified Aliens":

1. Legal Permanent Residents
2. Asylees
3. Refugees
4. Aliens paroled into the U.S. for at least one year
5. Aliens whose deportations are being withheld
6. Aliens granted conditional entry (prior to April 1, 1980)
7. Battered alien spouses, battered alien children, the alien parents of battered children, and alien children of battered parents who fit certain criteria
8. Cuban/Haitian entrants; and
9. Victims of a severe form of trafficking

Qualified Aliens must be documented in accordance with the procedures set forth in Section 301 of the Indiana Low Income Home Energy Assistance Program Operations Manual, located on IHCD's Partner Website.

44. SUB-GRANTEE AFFIRMATION CLAUSE

The signatory for Sub-grantee hereby affirms, under the penalty of perjury, that Sub-grantee has not altered, modified, or changed any section, paragraph, or clause of this document, in the form transmitted by IHCD to Sub-grantee for signature, without prior written approval of IHCD.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Sub-grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Sub-grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Sub-grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the Sub-grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, Sub-grantee and the IHCD A have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

Sub-grantee:

By: _____

Printed Name: _____

Title: _____

Date: _____

Indiana Housing and Community Development Authority

By: _____

Printed Name: _____

Title: _____ Executive Director or Designee

Date: _____

WX-017-0XX

ATTACHMENT A
April 1, 2017

Agency's Legal Name: Sub-grantee

Agency's Mailing Address: _____

Agency Grant Contact: , Executive Director

Agency Phone and Email: 812-

Funding Program: DOE Weatherization Assistance Program 2017

Statutory Information: 42 U.S.C. § 6861et seq.

CFDA Number: 81.042

IHCDA Grant Number: WX-016-0XX

Performance Period: 4/1/2017– 3/31/2018

Total Grant Amount: \$

Service Area:

Close out Date (45 days following the close of the grant): 5/15/2018

IHCDA Grant Contact: Pamela Emery, Community Programs Analyst-Weatherization

IHCDA Phone and Email: 317-233-5380, pemery@ihcda.in.gov

Awarding Official: J. Jacob Sipe, Executive Director, 30 S. Meridian Street 1000,
Indianapolis, IN, e-mail JSipe@ihcda.IN.gov

Activity Description	Amount
.1 Administration (not to exceed 7% of Total Grant Amount expended)	Actual Costs
.2 Liability Insurance	Actual Costs
.3 Fiscal Audit Costs	Actual Costs
.4 Base Program Operations	Actual Costs
.5 Health and Safety (not to exceed 20% of BASE Amount expended)	Actual Costs
TOTAL GRANT AMOUNT (Amount awarded and obligated under this Agreement)	\$XXXX